Dirigent Acoustics doo
Broj 32/24
10.10. 20 24. god.
Beograd

# CONTRACT ON PREPARING DOCUMENTATION

Concluded in Belgrade on 10.10.2024. between:

1. CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, with the registered seat in Belgrade, Belgrade-Zemun, Majevička 2m,registration no:29507678, tax identification no:110760071,legally represented by Mr. Xu Yang, Legal representative of the branch office. (Hereinafter: the Client)

And

2. DIRIGENT ACOUSTICS d.o.o., with the registered seat in Belgrade, Belgrade-Voždovac, st. Mažuranićeva 29 (registration number: 20259159; TIN: 104896728), represented by director Dejan Todorović (hereinafter: Service Provider)

hereinafter referred to collectively as the "Contracting Parties", and individually as the "Contracting Party".

## SUBJECT OF THE CONTRACT

### Article 1.

The subject of this Contract is the provision of services for the design, adjustment of locations and consultant, including preparation of documents required for testing Public Announcement system for the needs of the Client (hereinafter: Documents) for all stations of Novi Sad - Subotica high speed railway project, and the provision of services for Public Announcement system test at Novi Sad station, all in showing compliance with the required STI-PA methodology. This test report needs to show compliance in accordance with the EN 60268-16:2011 as referred to in the Annex A, the Offer from the Service Provider, at the price of RSD 6,660,629(design, adjustment of locations and consultant, without VAT), and RSD 634,860 (Test at Novi Sad station), the total contract amount is RSD 7,295,489 (without VAT).

### Article 2.

The Service Provider guarantees the Client that it has the financial and operational resources to provide services under this Contract, that it is registered to perform activities that include activities entrusted to this Contract, and that it meets the conditions and has permits and licenses in accordance with effective regulations. The Service Provider is obliged to keep the permits and approvals for the provision of Services under this Contract valid for the entire duration of this Contract. The Service Provider is obliged to immediately, without delay, notify in the event that a certain license and / or approval for the provision of Services under this Contract ceases to be valid, or that the Service Provider is unable to extend / renew

their validity.

Article 3.

For the test work, except for the Novi Sad station, all other stations are not in the scope of this CONTRACT.

RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Article 4.

In order to provide the Services referred to in Article 1 of the Contract, the Client shall successively deliver the Job Order Sheet (hereinafter referred to as the "Job Order Sheet") to the Service Provider in accordance with its business needs, stating:

1. Number of the Contract
2. Specification with technical task and description of individual positions - List of locations with addresses and contact persons with landlords in accordance with the implementation plan;
3. Other necessary information;

The Service Provider undertakes to perform the Works from the Job Order Sheet in accordance with the dynamics specified in each individual Job Order Sheet.

Article 5.

The Client is obliged to pay the Service Provider the price for the Services provided under this Contract in accordance with Article 10 of this Contract.

Article 6.

Service Provider is obliged:

- to provide the Services that are the subject of this Contract professionally and with quality in accordance with good business practices, rules of the profession, the provisions of this Contract, the Terms of Reference of the Client and the effective regulations of the Republic of Serbia;
- to comply with all effective regulations of the Republic of Serbia related to safety and health at work and environmental protection, as well as all other effective regulations related to the Services that are the subject of this Contract;
- to timely communicate with DOT Smart Solutions D.o.o on solution of adjustment and organize the prompt adjustment and test.
- to compensate the Client for all damage that may occur during the provision of the Service on the facility and installed equipment of the Client. The Service Provider is

obliged to protect the Client from claims of all third parties regarding possible violation of third party rights, as well as to reimburse the Client for any damage or other amount that the Client is forced to pay in case of violation of these rights.

Article 7.

The Service Provider has the right to hire subcontractors for the purposes of providing Services under this Contract only with the prior consent of the Client in writing. The Service Provider is responsible for the selection and operation of subcontractors.

The Service Provider guarantees that the persons hired to provide the Services under this Contract (hereinafter: the Personnel) possess the necessary knowledge and skills as well as the necessary permits, approvals and licenses to provide the Services. If during the validity of this Contract there is a need for additional training of the Personnel, obtaining special permits, approvals and / or licenses for the provision of Services by the Personnel, the Service Provider is obliged to train the Personnel and / or obtain the necessary permits, approvals and / or licenses at his own expense.

Article 8.

The Service Provider will provide the following services in accordance with this Agreement, and at the request of the Client:

- Preparation of the station measurement of the state of the Public Announcement system load and the preparation and submission of the Reports on the testing of voice quality at all stations for Novi Sad - Subotica section, to ensure the reports can be passed.
- Preparation of the re-test of Public Announcement system at Novi Sad station and submission of the Reports on the testing of voice quality to ensure the report can be passed.

The deadline required for the preparation of documentation of the contracted service is **25th, October 2024**.

PAYMENT CONDITIONS: 100% of the total contract amount will be paid to the Service Provider upon the invoice after the contract is signed. Formal invoice must be delivered after the payment is made.

Article 9.

Review and approval of documentation is performed by persons authorized by the Client.

If the Client refuses to approve the technical documentation due to deviations from the technical task, or for any other reasons caused by the Service Provider, the Service Provider undertakes to make corrections within an additional period of 3 (three) days in accordance with the Client's objections.

If the Service Provider fails to make corrections in accordance with the reported objections

of the Client within the specified period, and does not reach an agreed solution, which is stated in the Minutes from paragraph 2, such actions of the Service Provider may be considered a gross breach of contractual obligations. Article 11 shall be authorized to act in accordance with Article 12, paragraph 2 of this Contract.

PRICE, METHOD OF PAYMENT AND CONTRACTUAL PENALTY

Article 10.

All prices from the Offer of the Service Provider referred to in Article 1 of this Contract are given in dinars. Prices are given without value added tax and cannot be changed during the term of this Contract.

The Service Provider is obliged to, after the approval of the documentation by the authorized persons of the Client, which establishes the final receipt of the documentation, successively submit to the Client proper invoices for the amount referred to in paragraph 1.

1. Number of the Contract
2. the amount of value added tax as a separate item;
3. Other necessary elements

The Client is authorized to return the Invoice if it contains incorrect and impermissible amounts.
The Client is authorized to inform the Service Provider that the invoice is correct and that the scope of work has been performed as agreed, when necessary.
The Client is obliged to pay the invoiced amount within ten working days after the delivery of each measurement report
The amount of the agreed price referred to in paragraph 1 of this Article does not include the corresponding value added tax and it is borne by the Client.

Article 11.

In case of exceeding the deadline given in the Offer of the Service Provider referred to in Article 1 of this Contract, the Client may submit a reminder with a new deadline necessary for the execution of the ordered work. In case of non-compliance with the new deadline, the Client will then calculate the damages caused by the delay will be calculated, 1% of the job order sheet amount per day, which will be deducted from the invoices issued by the Service Provider on the job order sheet. However, under any condition the maximum aggregated amount should not exceed 5% of the contract amount. In case the delay for any single job is over 10 calendar days, the Client has the right to withdraw the issued job order sheet, without the obligation to reimburse the costs to the Service Provider, and the Client will notify the Service Provider by e-mail.

Article 12.

Execution of the contract will be considered defective if the scope of services provided is not performed in accordance with the requirements of this Contract.
If the defect or delay is such as to significantly affect the Client, it shall be considered a gross breach of contractual obligations by the Service Provider, and the Client will be authorized to terminate the Contract due to breach.
In case of termination from the previous paragraph, the Client will pay the Service Provider the undisputed part for the submitted documentation, and suspend further payments for the documentation that has not been completed.
In addition to the above, the Service Provider is obliged to submit, at the request of the Client, within 3 (three) working days from the date of delivery of the Client's request, the entire documentation prepared at the request of the Client.

ENTRY INTO FORCE OF THE CONTRACT

Article 13.

This Agreement shall enter into force on the day of its conclusion and shall be valid until all obligations of the contracting parties under this Contract have been fulfilled.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

Article 14.

The Contracting Parties agree to mutually respect all registered and unregistered copyrights and intellectual property rights of the other Contracting Party.
This Contract is not the basis for the acquisition of any copyright or intellectual property right over which the other party is the holder.
For the use of the Client's logo (trademark), the Service Provider must obtain the prior written consent of the Client.
The Service Provider is obliged to compensate the Client for all damages resulting from the infringement of copyright and other intellectual property rights of the Client by the Service Provider and / or third parties, including but not limited to the Service Provider's staff and its sub-Service Provider amounts that the Client may be obliged to pay to third parties by a final or final decision of a court or other state body, which is a consequence of violation of the provisions of this chapter by the Service Provider, Staff and / or sub-Service Provider.

COMMUNICATION

Article 15.

All communication regarding the implementation of the Contract will be directed to:
Client:
Name: Yu Yang
Phone: +381668889660
Email: fresh_0123@126.com

Service Provider :
Name: Dejan Todorović
Phone: +38163278841
E-mail: dejan.todorovic@dirigent-acoustics.co.rs

In the event of a change in the persons designated for communication in the sense of this Article, the Contracting Party where the said changes have occurred shall be obliged to inform the other Contracting Party in a timely manner of the changes. In case of non-compliance of the Contracting Party with the mentioned changes in the described manner, all notifications sent to the persons designated for communication in accordance with this Article shall be binding on the Contracting Party to which they are addressed.

FORCE MAJEURE

Article 16.

If an emergency situation arises that qualifies as force majeure, as a result of which one of the contracting parties will be prevented from fulfilling its contractual obligations, the obligations of the contracting parties will be suspended during the period of force majeure.

A Contracting Party that invokes force majeure shall immediately notify the other Contracting Party of the occurrence of circumstances that must be considered force majeure, as well as of the cessation of the effect of circumstances that constitute force majeure. If it fails to act in the manner described above, a party subject to force majeure may not invoke this reason as a reason for non-performance of its contractual obligations.

If the situation caused by force majeure lasts more than 30 days, the contracting party that is not affected by force majeure has the right to terminate the Contract with immediate effect.

The Contracting Parties may not claim compensation for damages incurred in the event of non-performance of the contractual provisions due to force majeure, as well as in the event of termination of this Contract due to force majeure.

CONFIDENTIALITY

Article 17.

The contracting parties are obliged to keep all information related to this contract, ie all services of the contracting parties in strict confidence, whereby such information may be published or disclosed to third parties only with the prior written consent of the other contracting party, and any of these information may not be used for purposes contrary to the subject of this Contract.
The obligation of the contracting parties to keep confidential information for the duration of this agreement remains in force for the next 5 (five) years after the termination of this Contract.
Deviations in the application of the above obligations are allowed only in cases prescribed by applicable laws and stock exchange regulations, provided that the contracting party required to disclose confidential information as far as possible consults the other party on the scope and form of such communication.

OTHER REGULATIONS

Article 18.

The contracting parties agree that in case of a dispute in the execution of this contract, the disputed relations shall be resolved amicably, and in the event that no agreement is reached, the disputed relations shall be resolved by the Commercial Court in Belgrade.
The relevant provisions of the Law on Obligations shall apply accordingly to all matters not regulated by this Contract.

Article 19.

Amendments to this contract are possible only with the written consent of both parties and will be made in the form of an Annex to this contract.

Article 20.

This Agreement is made in 4 (four) identical copies, of which each Contracting Party retains 2 (two) copies of the Contract.

For the CLIENT

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD

Yang Xu, director

For the SERVICE PROVIDER

Dirigent Acoustics doo Beograd

Dejan Todorović, director